

County of Los Angeles CHIEF EXECUTIVE OFFICE

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August 25, 2014

TO:

Supervisor Don Knabe, Chairman

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Supervisor Mark Ridley-Thomas Supervisor Zev Yaroslavsky

Supervisor Michael D. Antonovich

FROM:

William T Fujioka

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Chief Executive Officer

CONTRACT MONITORING, STANDARDS AND COMPLIANCE WORKGROUP

On April 30, 2013, the Board of Supervisors (Board) approved a motion directing the Department of Children and Family Services (DCFS), Auditor-Controller (A-C), Chief Executive Office (CEO) and the Treasurer and Tax Collector (TTC) to report back on ways to strengthen the County's oversight of foster family agencies and group homes for dependent children under the supervision of DCFS. In the interim report presented to the Board on June 18, 2013, one of the recommended "Next Steps" was for the CEO to convene a Children and Families' Well-Being (CFWB) Workgroup comprised of the Department of Mental Health (DMH), County Counsel, Internal Services Department (ISD), CEO, A-C, DCFS, TTC, and the Probation Department, to examine existing processes, with the goal of developing objective standards to guide departmental decisions on the following contracting related issues:

- 1. When to recommend that a contract be terminated for cause or convenience;
- 2. When to place a contractor on a "Do Not Refer" (DNR) status;
- 3. When to place a contractor on a "Do Not Use" (DNU) status;
- 4. When to place a contractor in the Contractor Alert Reporting Database (CARD);
- 5. Whether a contractor's poor performance with one County department should impact the same contractor's contracting relationship with a different County department; and
- 6. How County departments should respond to audit reports disclosing fiscal improprieties absent evidence that the improprieties impact other contract deliverables, i.e. child safety.

Below are the Workgroup's findings and standards that will be implemented by all impacted departments.

1. When to recommend that a contract be terminated for cause or convenience

While it is virtually impossible to capture every single possible instance and/or combination of questionable contractor practice, the Workgroup created a list of sample criteria or "Triggers" (Attachment 1) to highlight examples of poor contractor performance that should result in a department initiating a contractual remedy. Also included in the attachment is a list of available contractual remedies and a flowchart to assist departments with deciding which remedy is most appropriate as it relates to the severity of a contractor's non-performance. It should be noted that any of the available remedies listed may be imposed by a department for unsatisfactory performance or non-compliance by a contractor, up to and including termination of the contract for cause, and debarment. Each instance must be viewed in context against the unique, specific terms of their signed contract and other factors such as:

- Proposed remedy must be appropriate to the nature of the offense;
- The seriousness of any action is to be determined by the severity or repeated instances of documented non-compliance by the contractor;
- Each action is individualized, based on the documented facts, the specific impact to the department, and be reasonably consistent with remedies imposed in similar situations

In circumstances where documented non-compliance and/or an egregious incident or situation has occurred that would render the contractor unsuitable for continued contracting with the department, the immediate termination of their contract, for cause, must be considered as well as debarment.

The purpose of the uniform criteria and available remedies list is to provide consistent guidance for contract, program and administrative staff who are engaged in the monitoring process. The Workgroup agreed that the CARD is the best tool to effectively monitor and track poor performing contractors. The A-C is incorporating these new criteria into the CARD manual and will make actual examples of CARD entries and their rationales available on a webpage for all departments to utilize.

The Workgroup has also considered expanding the role of the existing Contractor Hearing Board (CHB) or the Retroactive Contract Review Committee (RCRC), such that in non-emergency situations and at the discretion and request of the department

head, the CHB or RCRC could utilize their collective experience and offer recommendations on whether a contract should be terminated and how (by convenience, by default, etc.). However, adding another layer of administrative review will further delay the contract termination process, which is usually time sensitive. Therefore, this option is not being recommended.

Unless otherwise instructed, our Office will finalize the list of triggers and contract remedies, then distribute to all departments for implementation.

2. When to place a contractor on a DNR status and;

3. When to place a contractor on a DNU status

Both DCFS and Probation are responsible for monitoring and investigating all residential facilities licensed by the Community Care Licensing Division (CCLD) to provide out-of-home care when there are allegations of child abuse, neglect or exploitation. These facilities include foster family agencies, foster family homes, group homes, small family homes, community treatment facilities, intensive treatment foster care foster family agencies and other out-of-home care residentially based services.

During the normal course of its monitoring or as the result of an investigation, DCFS or Probation may take action, when necessary, to protect DCFS/Probation-placed children in these facilities, and enforce several consequences, such as a Corrective Action Plan, placing a HOLD on new referrals, or DNR/DNU status. Staff may make any one of these recommendations or a combination, regardless of whether law enforcement and/or CCLD takes similar action. Attachment 2 contains new DCFS and Probation policy and procedures on when to place contractors on DNR or DNU status.

DCFS is currently developing a three tiered, comprehensive contracting monitoring process for foster care and group homes. The monitoring process will be conducted on an annual basis as part of a comprehensive fiscal, program management and quality assurance review. Similar to the A-C, they are also developing a comprehensive audit report that will be shared with both the provider and the Board.

4. When to place a contractor in the Contractor Alert Reporting Database

The CARD was established in 2011 to facilitate the sharing of information by County departments about poorly performing contractors. The CARD manual contains criteria for when to place a contractor in CARD, and is regularly reviewed and

revised by the A-C and reviewed by the Audit Committee. Based on input from the Workgroup, the criteria outlined in the CARD manual were updated to make the system more proactive. Some of the new CARD provisions are:

- Added a new requirement for departments placing a contractor into CARD to specifically notify other departments that use the contractor;
- Added new requirements for departments to follow-up on CARD placement notifications;
- Revised CARD criteria to clarify instances where the contractor corrected their non-compliance;
- Added guidelines for duplicate CARD entries; and
- Added clarification on the impact of a merger/acquisition.

The A-C continues to provide ongoing assistance to County departments to help identify contractors that are CARD-eligible. However, the A-C discovered that some departments were not aware that the use of CARD is mandatory. As a result, the A-C reiterated to all departments that the use of CARD is mandatory, and provided training and guidance for their contract and monitoring staff.

5. Whether a contractor's poor performance with one County department should impact the same contractor's contracting relationship with a different County department

A contractor's poor performance with one County department should be shared with other County departments at the earliest opportunity, and the impacted departments should immediately review the same contractor's performance under their own contracts, and if necessary, take proactive steps to protect the County's interest. The Workgroup agreed upon the methods identified in Section 4 for strengthening the early warning capability of the CARD system by improving the communications with all departments pertaining to CARD activity. The CARD process has been amended and departments will now be proactively notified at the beginning of a CARD action for a specific contractor, as well as after actual placement into the database. The A-C is also providing to all departments standardized steps to help them review any contracts they might have with a poor performing contractor, to see if there are similar performance issues with their contracts and take appropriate actions.

In addition to the measures listed above, County Counsel created standardized "cross-default" contract language (Attachment 3) to provide the County with the

optional ability to cancel all contracts with a contractor. This action is accomplished by linking performance to a vendor rather than to a single poor performing contract. This new measure will provide an additional tool for contract managers to use to improve substandard performance up to the agreed upon contractual terms. For example, if a vendor has five contracts with three separate departments and the performance on one was critically bad, the County would have the option of cancelling all five contracts for cause. It is anticipated that the expanded leverage created by this clause will encourage poor performing contractors to expeditiously address any performance related issues. This contract clause will be in addition to standard contract remedies, the CARD notification process and the County debarment process.

6. How County departments should respond to audit reports disclosing fiscal improprieties absent evidence that the improprieties impact other contract deliverables, i.e. child safety

The Workgroup agreed all departments should review and investigate any contractor who receives a poor fiscal audit, and develop a Corrective Action Plan to rectify the deficiencies. Additionally, contractors <u>must be placed on CARD for any findings that meet the CARD criteria</u>. For severe irregularities or potential illegal fiscal management, all remedies up to and including termination must be explored by each department.

Additional Recommendations

During this process, the Workgroup also identified several other issues outside the scope of the initial review. One was the need for stronger contract wording to enable departments to proactively collect funds from poor performing contractors. As a result, new collection language was drafted for use in future contracts by County Counsel and TTC (Attachment 4) and additional guidelines were drafted by Community and Senior Services for use in all future Workforce Investment Act contracts (Attachment 5).

The Workgroup identified building the capacity of all departments to effectively monitor their contracts as a key issue to improving contractual oversight. Currently, ISD, A-C and CoCo provide an excellent four-hour monitoring training module that is part of a two-day contract managers training (Attachment 6). The two-day contract managers training is conducted quarterly. In addition, since September 2013, the A-C provided fiscal monitoring and contract-compliance training to 248 County employees and 155 DCFS contractors. The A-C also has been actively assisting DCFS to establish a Fiscal Assessment Unit and is providing specialized training to staff on using assessment tools that were developed for their departmental operations.

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Finally, the A-C and ISD understood there was an increased demand from departments to have appropriately trained staff to conduct monitoring. In response, they have designed a comprehensive 32-hour Contract Monitoring Certification Program to develop the skills of department fiscal, contract and program staff to perform routine monitoring (Attachment 7) and will incorporate the triggers and remedies identified in Section 1. The Certification training was available for all departments to attend starting in July 2014.

If you have any questions, please feel free to contact Santos H. Kreimann at (213) 974-1186 or at skreimann@ceo.lacounty.gov.

WTF:SHK:SAW:cg

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Children and Family Services
Community and Senior Services
Internal Services
Mental Health
Probation
Treasurer and Tax Collector

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EXAMPLES OF CONTRACTOR NON-COMPLIANCE OR UNSATISFACTORY PERFORMANCE

GENERAL CONTRACTS

Payment

- The Contractor owes the County for overpayments and/or questioned costs and has not entered into a repayment
- The Contractor owes the County for overpayments and/or questioned costs and has been referred to the Treasurer and Tax Collector for collection.
- The Contractor owes the County for overpayments and/or questioned costs and has not repaid the Treasurer and Tax Collector by the requested date.
- The Contractor owes the County for overpayments and/or questioned costs and has not repaid the Treasurer and Tax Collector by six months of the requested date.

Compliance

- The contractor has not taken the appropriate steps to correct significant instances of contract non-compliance in a timely manner resulting from a County audit or monitoring report.
- 6 The contractor has not responded to a County issued corrective action plan by the requested date.
- 7 The contractor has not responded to a County issued corrective action plan by six months of the requested date.
- The County has imposed contractual remedies against the contractor for noncompliance with the County contract requirements.
- 9 The contractor fails to keep appropriate records and documentation of work performed.
- 10 The contractor is performing contractually obligated work without adequate staffing levels or qualifications.
- 11 The contractor fails to provide documents requested during monitoring (programmatic, administrative, financial).
- 12 The contractor fails to documents during an audit.
- 13 The contractor receives a negative findings in a financial, administrative or programmatic audit or monitoring.
- 14 The contractor has disallowed costs.
- 15 The contractor has undocumented costs.
- 16 The contractor lacks contract required insurance.
- 17 The contractor is providing poor or substandard program services.

Contractor Issues (Owner, Principles, etc)

- The contractor has committed an act or omission with negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflect on same.
- 19 The contractor has committed an act of omission which indicates lack of business integrity or business honesty
- 20 The contractor has made or submitted a false claim against the County or any public entity
- 21 The contractor and/or their principal owners are currently debarred by other governmental entities.
- 22 The contractors has filed for bankruptcy.
- 23 The contractor has lost or had contractually required licenses revoked.
- 24 The contractor has failed to pay payroll or any other tax owed to a public entity.
- 25 The contractor has failed to pay payroll taxes on behalf of their employees.
- 26 The contractor has been assessed fines by a public entity.
- 27 The contractor has been assessed penalties by a public entity.
- 28 The contractor has any financial viability concerns.

FOSTER CARE CONTRACTS

- Behavior or Mental Health incident that adversely affects the physical health, mental health, emotional health, educational well-being or safety of a child.
- 30 Injury, illness or an accident that results in medical treatment by a health care professional beyond routine medical care, with the exception of planned surgery
- 31 Unauthorized absence of a child without the permission and supervision of the caregiver which threatens the physical health, emotional health, or safety of the placed child youth.
- 32 Child abuse All personnel are required by law to report known, suspected, or alleged incidents of child abuse
- 33 Significant change in a group home or any change in agency's operations which impacts services to children.

Actions/Remedies Available to County Departments

When monitoring contract compliance, departments have several options to address contract violations, non-compliance, or performance issues. Severity, frequency, mitigating factors, type of services provided, and the effect that the action will have on the County must all be carefully reviewed and evaluated to identify the most appropriate course of action. The following actions/remedies are available to departments. Departments can utilize some or all of the steps below, based on the nature of the severity of the contract violation, non-compliance or performance issue.

Formal letter

This is a formal letter from the department to the vendor outlining the violation, non-compliance or performance issue. The letter should provide the vendor with a date on which the vendor must respond with solutions to the matters addressed by the County. The letter should also notify the vendor of the possible escalation of actions or remedies that the County may take.

Contract Deficiency Report (CDR)

A CDR is typically sent to a contractor to notify the contractor of a contract violation, non-compliance, or poor performance. The CDR requires that a contractor respond to a specific incident(s), provide a Corrective Action Plan (CAP) to ensure the incident does not reoccur or escalate, and the possibility of the assessment of liquidated damages.

Assessment of Liquidated Damages

Liquidated damages are assessed based on the terms/provisions in the contract. This can be done after a CAP is received and deemed non-responsive or unacceptable, if CAP actions are not completed, and/or after CAP actions are completed without resolving the contract non-compliance or violation.

Contractor Alert Reporting Database (CARD)

CARD is a system to report and track poorly performing contractors. The CARD User Manual which provides instructions on the criteria and process for entering contractors onto CARD can be found at http://file.lacounty.gov/auditor/portal/cms1 163517.pdf.

Non-Renewal

Departments may have options to not renew a contract based on the contract terms. Some contract terms have extension option years where the County has the sole discretion to exercise while others have mutually agreed upon extension option years. There are also contracts that have continuous contract terms. In these instances, the option is to terminate for convenience or cause.

Termination

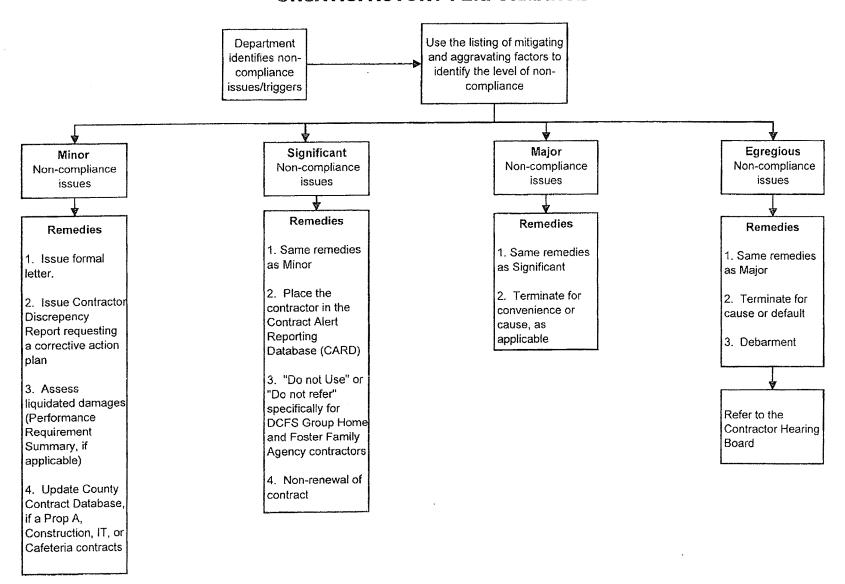
Departments can seek Board approval to terminate a contract for several reasons. All contracts have termination provisions. Some have specific processes outlined for specific types of terminations. Departments should consult with their County Counsel to identify the most appropriate termination provision to pursue. Examples of reasons for terminations are for Convenience, Default, Insolvency, Non-Appropriation of Funds, Non-Adherence of County Lobbyist Ordinance, and Improper Consideration. Contracts may have other types of termination provisions.

Debarment

The County's debarment policy and guidelines provide criteria and the process to debar a contractor. The debarment results in the contractor being prohibited from bidding on or being awarded County contracts for a specific period of time. The debarment period is based on documentary evidence presented to the Contract Hearing Board (CHB). The CHB hears and considers both the County's and contractor's perspective on the actions leading to the debarment recommendation. The Debarment Implementation Guidelines can be found at

nttp://purchasingcontracts.co/la.ca.us/Debarment Implementation Guideines 07-22-10.pdf.

AVAILABLE REMEDIES TO ADDRESS CONTACTORS' NON-COMPLIANCE OR UNSATISFACTORY PERFORMANCE



POLICY/BACKGROUND STATEMENT

The County of Los Angeles Department of Children and Family Services (DCFS) and the Probation Department (Probation) are responsible for monitoring and investigating, as a whole, all residential facilities licensed by Community Care Licensing Division (CCLD) to provide out-of-home care when there are allegations of child abuse, neglect or exploitation. These facilities include foster family agencies, foster family homes, group homes, small family homes, community treatment facilities, intensive treatment foster care foster family agencies and other out-of-home care residentially based services

During the normal course of its monitoring or as the result of an investigation, DCFS or Probation may take action, when necessary, to protect DCFS/Probation-placed children in these facilities, and enforce several consequences, such as a Corrective Action Plan (CAP), placing a HOLD on new referrals, or "Do Not Refer/Use" (DNR/DNU) status. Staff may make any one of these recommendations or a combination, regardless of whether law enforcement and/or CCLD takes similar action.

In addition to quality monitoring provided by DCFS and Probation, the County Auditor-Controller provides an Ombudsman's office for children and youth placed in Group Homes, and Group Homes are subject to quality monitoring from the Sybil Brand Commission.

The Office of the Auditor-Controller is also responsible for fiscal audits of the out-of-home placement contracts, and for the completion of administrative fiscal reviews and providing technical assistance to DCFS and Probation on their fiscal monitoring and reviews of the out-of-home placement contractors. The County Auditor-Controller also provides fiscal training to DCFS and Probation and to the out-of-home placement and other County/DCFS/Probation contractors.

The County Treasurer and Tax Collector supports DCFS by collecting any amounts owed by out-of-home placement contractors as either overpayments or disallowed payments discovered upon completion of fiscal reviews, audits or follow-ups.

APPLICABLE TO

This policy applies to DCFS and Probation employees involved with the management and monitoring of out-of-home placement contracts (also known as Program Managers or Contract Monitors, Out-of-Home Management Division, Probation's Placement Permanency & Quality Assurance (PPQA) Group Home Monitors, and Contracts Administration Division staff) of both departments.

OPERATIONAL IMPACT

At minimum, the DCFS Director, the Chief Probation Officer, or DCFS Chief Deputy or Probation Deputy Chief designee should approve placement of all Contractors on either Do Not Refer (DNR) or Do Not Use (DNU) status.

Before recommending placing a contractor on DNR or DNU, DCFS and Probation must assess the circumstances and determine if Child Safety is an immediate issue. Depending on the nature and severity of the issue or finding, the Department may recommend and proceed with placing a contractor on either DNR or DNU with or without progression, if corrective action or due process is not necessarily required, or the severity of the incident or finding makes a progressive process a possible deterrent to ensuring child or youth safety.

For those circumstances or serious incident(s) where the contractor may be provided with an opportunity to correct the issue(s) in a reasonable amount of time, a Corrective Action Plan (CAP) is requested and the contractor is not placed on Hold, DNR or DNU.

Serious Incidents are defined as those incidents outlined in the California Code of Regulations Title 22, Sections 80061, 84061, and 84361(a); the Los Angeles County Foster Family Agency and Group Home contracts; and the Los Angeles County Department of Mental Health (DMH) Special Clinical Incident Reporting instructions, per DMH Policy #202.18 and as specified in the attached Serious Incident reporting guides (Attachments I and II). A few examples of serious incidents are:

BEHAVIORAL/MENTAL HEALTH INCIDENT – Incident that adversely affects the physical health, mental health, emotional health, educational well-being or safety of a child.

Assaultive Behavior (Caregiver)
Assaultive Behavior (Peer)
Assaultive Behavior (Other)
Inappropriate Sexual Behavior
Medical Related
Physical Restraint
Police Involvement
Property Damage

Seclusion
Self-Injurious Behavior
Substance Abuse
Suicidal Ideation
Suicide Attempt
Theft

INJURY, ILLNESS OR ACCIDENT – Incident that results in medical treatment by a health care professional beyond routine medical care, with the exception of planned surgery. *If in doubt, report or call the required agency for clarification.*

Incident may include, but is not limited to, the following examples:

Accident

Hospitalization (Medical or Psychiatric)

Illness Injury

DEATH

UNAUTHORIZED ABSENCE – Absence of a child without the permission and supervision of the caregiver which threatens the physical health, emotional health, or safety of the placed child youth.

Incident may include, but is not limited to, the following examples:

- Abduction
- Runaway

CHILD ABUSE – All personnel are required by law to report known, suspected, or alleged incidents of child abuse as defined in Penal Code Sections 11165-11174.4.

Incident may include, but is not limited to, the following examples:

- Neglect (including medical neglect)
- Physical an injury purposefully inflicted upon a minor (including corporal punishment and willful cruelty or infliction of unjustifiable pain or punishment)
- Sexual (including sexual assault, sexual exploitation through pornography or prostitution, sexual activity between minors, and sexual activity between an adult and a minor)
- Verbal/Emotional

AGENCY EMERGENCY/DISASTER – Incident that involves the community or physical plant and may have a serious impact on residents or create a potentially dangerous environment.

Incident may include, but is not limited to, the following examples:

- Earthquake Damage
- Epidemic
- Explosion
- Fire
- Flood

SIGNIFICANT CHANGE IN GROUP HOME – Change in agency's operations which impacts services to children. These incidents must be reported per the requirements in the California Code of Regulations Title 22, Sections 80061 and 84061.

Incident may include, but is not limited to, the following examples:

 Administration (e.g., Chief Executive Officer, FFA/ Adoption or Group Home Program Administrator)

- Mailing Address
- Plan of Operation
- Staffing disruption (e.g., strike or staff shortage)

For significant findings uncovered in the normal course of monitoring or as a result of investigations of abuse/neglect in out-of-home care, significant findings in audits of program or fiscal contract requirements or in circumstances or a serious incident (s) where a request for a Corrective Action Plan (CAP) is not sufficient, and when DCFS or Probation determine the CONTRACTOR has engaged in conduct which may jeopardize the safety or well-being of a child or children, DCFS and Probation may utilize one or more of the following actions:

Do-Not-Refer (DNR) Status - DNR refers to the suspension of new DCFS/Probation placements when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a child or children; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/ programmatic requirements of this Agreement for which the CONTRACTOR failed to take corrective action when appropriate and or requested.

Do-Not-Use (DNU) Status - DNU means that all Placed Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. Do-Not-Use Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Agreement for which the CONTRACTOR failed to take corrective action (when appropriate and or requested.

DNR/DNU Placement Procedures

- 1. A Vendor Notification Letter is sent, via fax and certified mail, within 72 hours of DCFS' decision to place CONTRACTOR on Hold, DNR or DNU Status, and verbal notification will be provided prior to or at the time of CONTRACTOR placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold/DNR/DNU Status. The Vendor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
- 2. During the Review Conference, the CONTRACTOR will meet with the Director's Deputy Director designee to discuss the investigative and/or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of CONTRACTOR's receipt of faxed

Vendor Notification Letter of placement on Hold/DNR/DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances.

One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

3. The Director's Deputy Director designee will conduct the Review Conference. DCFS and CONTRACTOR will both have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. [The authorization/approval must be in writing from the Court.] DCFS will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

Consistent with the informal and non-adversarial atmosphere of the review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

- 4. The DCFS Director's designee will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 15 business days of the Conference.
- 5. DNR, or DNU Status may be lifted at any time that DCFS obtains information which leads DCFS to believe that:
 - a) the original basis for imposing such status is no longer applicable, or
 - b) DNR, or DNU status is no longer appropriate.

Instances where DNR/DNU Status no longer applies, DCFS shall act as expeditiously as possible to remove CONTRACTOR from such status.

PROCEDURES

A. WHEN: A CONTRACTOR HAS BEEN IDENTIFIED AS, OR IS SUSPECTED OF, NEEDING TO BE PLACED ON DO NOT REFER OR DO NOT USE

Program Manager's Responsibilities:

DCFS and the Probation Departments internal process requires Program Managers to monitor their contracts to ensure that contractors are performing at or above a level that is consistent with the terms and conditions of the contract and County contracting standards. If a Program Manager suspects that a contractors underperforming, out of compliance with the contract, or an incident has occurred that leads to a consideration of a recommendation to place the Contractor on Do Not Refer or on Do Not Use they must submit a recommendation to receive their Deputy Director's approval and include Contracts Administration Division in the notification process, and at any applicable Review Conferences.

1. The contractor has not taken the appropriate steps to correct significant documented instances of contract noncompliance in a timely manner.

B. WHEN: SUPPORTING DOCUMENTATION CONFIRMS A CONTRACTOR IS UNDER-PERFORMING, OUT OF COMPLIANCE WITH THE CONTRACT, OR OTHERWISE NEEDING A RECOMMENDATION FOR DO NOT REFER OR DO NOT USE

Contracts Administration Division's Responsibilities:

Participate in the Review Conferences, ensure the applicable contract provisions and notice requirements are timely completed. Ensure copies of all Do Not Refer and Do Not Use documentation is included in the applicable contract files.

C. WHEN: DEVELOPING NEW CONTRACTS AND NEW SOLICITATIONS

Contracts Administration Division's Responsibilities:

Contracts Administration Division must include appropriate quality measures on placement of Out-of-Home Placement Contractors on Do Not Refer and Do Not Use status are included in the requirements for appropriate and applicable solicitations.

APPROVAL LEVELS

Status	Approval
Placement on Do Not Refer	Deputy Director
Placement on Do Not Use	Deputy Director

CROSS-DEFAULT PROVISION FOR THE SAMPLE CONTRACT MAINTAINED BY THE INTERNAL SERVICES DEPARTMENT

8.43 TERMINATION FOR DEFAULT

- 8.43.1 Subject to sub-paragraph 8.43.2, the County may, by written notice to the Contractor, terminate the whole or any part of this Contract, either immediately or within such longer time a specified by the County in the notice if, in the judgment of the County, in its sole discretion, any of the following events have occurred:
 - (a) Contractor has materially breached this Contract; or
 - (b) Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or(c) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract; or
 - (d) Contractor has one or more other contracts with the County, and either: (1) County has terminated any of those other contracts due to Contractor's default, or (2) County has issued a notice of its intent to terminate any of those other contracts due to Contractor's default.
 - (i) Whenever the Contractor enters into a contractual agreement with the County, subsequent to the date on which County and Contractor entered into this Contract, the Contractor shall notify the County's Project Director, in writing, of the new contractual agreement between the County and the Contractor. Contractor shall provide this written notification to the County's Project Director not later than five (5) working days of the formation of that contractual agreement, and time shall be of the essence as to this provision. The failure of the Contractor to timely provide such written notification shall constitute a material breach of this Contract, as described in sub-paragraph 8.43.1(a).

- (ii) Additionally, the Contractor shall notify the County, in writing, of the occurrence of either of the events described in subparagraph 8.43.1(d). Contractor shall provide this written notification to the County not later than one (1) working day of the occurrence of such event, and time shall be of the essence as to this provision. The failure of the Contractor to timely provide such written notification shall constitute a material breach of this Contract, as described in subparagraph 8.43.1(a).
- (iii) County and Contractor agree that all contracts between the Contractor and the County, as well as any documents which reflect termination for default or notice of intent to terminate for default are incorporated by reference into this Contract for purposes of determining whether either of the events described in subparagraph 8.43.1(d) have occurred. Consequently, County and Contractor agree that none of the aforementioned documents shall constitute parol evidence for purposes of this Contract and all such documents may be entered into evidence to demonstrate that either of the events described in subparagraph 8.43.1(d) have occurred.
- 8.43.2 If County Project Director determines, in its sole discretion, that any of the events described in sub-paragraph 8.43.1 have occurred, County shall notify Contractor, in writing, of this determination. Thereafter, Contractor shall have not more than the applicable time period, if any, specified in this Contract with respect to such event to cure such event, or such longer period as specified by County in the notice. If no time period is specified in this Contract with respect to such event, Contractor shall have not more than five (5) working days to cure such event, or such longer period as specified by County in the notice. County's Project Director, in such person's sole discretion, shall determine whether or not Contractor has cured such event. Nothing in this sub-paragraph 8.43.2 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Contract.
- 8.43.3 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance

of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.43.4 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.3 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.5 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43.1, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.4, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 Termination for Convenience.
- 8.43.6 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

The TTC recommends that the following be added to the DCFS FFA and Group Home Contracts.¹

- I. <u>Under Section 21.0 CONTRACT ENFORCEMENT, OUT-OF- HOME CARE MANAGEMENT, MONITORING AND REVIEW:</u>
- 21.5 In the event CONTRACTOR has been issued an overpayment notice of action, CONTRACTOR's due process rights under State law has been exhausted and the amount of the identified overpayment has been referred to the County of Los Angeles Treasurer Tax Collector ("TTC") for collection of the identified overpayment, CONTRACTOR shall, upon the TTC's request, provide to the TTC a current audited financial statement or other financial documents acceptable to the TTC. The current audited financial statement, or other documents acceptable to the TTC, shall be used by the TTC to collect the identified overpayment in a manner consistent with applicable State law, which includes, but is not necessarily limited to California Department of Social Services Manual of Policies and Procedures section 45-304, et seq. CONTRACTOR agrees that it is required to repay, dollar for dollar, the entire amount of any identified overpayment, in a timely manner consistent with applicable State law.
- 21.6 It is further agreed that the CONTRACTOR may become subject to legal action for breach of this contract and in such event it agrees to pay the court costs, the expenses for the enforcement of the judgment, and attorney fees.
- II. Where appropriate:

00.0 WAIVER OF STATUTE OF LIMITATIONS

- 00.1 COUNTY and CONTRACTOR are aware of the applicable statutes of limitations which may apply to actions arising out of this Contract. Those statutes of limitation include, but are not necessarily limited to, California Welfare and Institutions Code section 11466.24 and Code of Civil Procedure section 337.
- 00.2 CONTRACTOR agrees to waive application of any statute of limitation which may apply to any action by COUNTY against CONTRACTOR arising under this Contract or because of CONTRACTOR's breach of a term or condition of this Contract. CONTRACTOR further agrees to waive any laches defense against the COUNTY.

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¹ The citations to contract sections contained in this document refer to the DCFS and Probation Group Home Foster Care Services Master Agreement. Substantially similar provisions can be found in the DCFS Foster Family Agency Foster Care Services Master Contract, but they will have different section numbers. Consequently, care should be given to incorporate the changes at the proper location within each contract.

00.3 COUNTY and CONTRACTOR agree that an overpayment identified in a COUNTY audit of services rendered pursuant to this Contract would constitute identification of money illegally obtained from the COUNTY and consequently, the constraints forth in Code of Civil Procedure section 360.5 do not apply to this waiver of statute of limitations.

NEW WIA CONTRACT LANGUAGE FOR CSS CONTRACTS

New contract provisions for Workforce Investment Act funding streams will be included in all future Request for Proposals (RFP) to improve the accountability of WIA contractors and to reduce the risk to the County of having to repay the State for funding that has been paid to contractors who are later found to have disallowed costs. Specifically, the following measures will be added to future RFP's and contracts:

- 1. We are requiring proposers to submit a \$2,000 Proposal Guaranty with their response in one of the formats approved by the Auditor-Controller (A-C). The Proposal Guaranty requires them to adhere to all the contract provisions if they are selected to be awarded a contract. This is fully refundable to all proposers after contracts have been awarded.
- 2. We are requiring that recommended contractors provide a Payment Guaranty of a set percentage of the annual contract amount (equal to 2 or 3 months of the contract amount) in one of the A-C approved formats prior to starting the contract. This provides a mechanism to ensure that third-party vendors will be paid for services rendered to our contractors. This will remain in effect for the duration of the contract and would either be refunded or cancelled at the end of the contract close out.
- 3. Similarly, we are requiring that recommended contractors provide a Performance Guaranty of a set percentage of the annual contract amount (equal to either 2 or 3 months of the annual contract amount). This provides a mechanism to ensure that the County will have a funding source to repay the State for unsubstantiated amounts instead of using Net County Cost funding to do so. This will remain in effect for the duration of the contract and would either be refunded or cancelled at the end of the contract close out.

Additionally, each RFP will advise contractors that a Performance Requirements Summary (PRS) will be added to their contract(s) when up for renewal. The PRS will include financial disincentives for not adhering to the contract's performance and/or administrative requirements. The County will also state in the RFP that it retains the right, with 90 day notice, to increase the % of the guaranties for the next contract period at the time of renewal.

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Attachment 6
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Contract Monitoring

- > Contractor compliance
- Contractor's performance
- Department's adherence to contract



Types of Contract Monitoring

- Administrative
- > Fiscal
- Program (Service Delivery)
 Monitoring



Administrative Monitoring

- > Standard terms (e.g. jury service)
- > Not exceeding original contract amount
- > Timely contract renewals or extensions
- > Contract amended when appropriate
- Living Wage monitoring (Prop "A" Contracts)
- Insurance, licenses, certifications, and permits are current
- Verify background/security clearances
- Subcontractors being monitored

Common Areas of Administrative Non-Compliance



- ➤ Insurance, licenses, certifications, permits
- Subcontracting
- Background clearances

Example Insurance Certificate

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Subcontracting

- ➤ County contracts state:
 - "The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance written approval of the COUNTY. Any attempt by the CONTRACTOR to Subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract."
 - "CONTRACTOR shall remain <u>fully responsible for</u> <u>all performances</u> required of it under this Contract, including those <u>that CONTRACTOR has</u> <u>determined to Subcontract</u>, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed Subcontract."



Fiscal Monitoring

- > Invoice processing
 - ✓ Supporting documentation included?
 - ✓ Were the services provided?
 - ✓ Billed amounts agree with the contract?
- > Cost-reimbursement contracts
- > Audited financial statements

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

SODEXO OPERATIONS, LLC DIETARY CONTRACT

CONTRACTOR'S MONTHLY BUDGET AND COUNTY'S CHARGE SCHEDULE

Tode	liver 38	001 -	44 000	meals	per month
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Labor Costs	\$189,529							
Raw Food Costs	\$104,980							
Materials, services and supplies	\$19,039							
Equipment, Maintenance and Repair Costs	\$1,592							
Other Expenses	\$21,937							
Sales Tax Liability	\$584							
A. Contractor's Basic Monthly Charge	\$337,661							
B. Special Function Meals	\$7,872							
Incidental Supplies	\$1,462							
Tube Feedings								
Contractor's Monthly Budget	\$356,145							
Incremental Meal Credits Incremental Meal Fee	(\$2.09) \$2.09							

SODEXO, INC & AFFILIATES

BILL TO:

Rancho Los Amigos Med Center

7601 E. Imperial Hwy Downey, CA90242 ATTN: Cheryl Guinn

INVOICE

MAKE CHECK PAYABLE TO:

SODEXO, INC & AFFILIATES

DEPT. 43283

LOS ANGELES, CA 90088-3283

SERVICES

Rancho Los Amigos Medical Ctr

RENDERED TO: 7601 E. Imperial Hwy

SSA #1131

Downey, CA 90242

TERMS	SDX A/R NUMBER	UNIT NUMBER	3	INVOICE DATE	INVOIC	E NUMBER
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18,324 meals

Back-up for Monthly Billing

January

Service Dates:

1/1/11

thru

1/31/11

Meal Rebate Calculation

Total Number of Meals Served	18,324
Number of Meals Below Meal Range	19,676
x \$2.09 = Meal Rebate	\$ 41,122.84

General Support Fee

337,661.00

Verify contractor's meal rebate calculation to make sure it is accurate:

S

Common Areas of Fiscal Non-Compliance

Amounts invoiced don't agree with the contract terms

- Cost-reimbursement contracts
 - ✓ Shared costs allocated improperly
 - ✓ Expenditures are unreasonable, unnecessary, or unsupported
 - ✓ Billing based on budgets/estimates instead of actual costs



Example: Fiscal Monitoring

Note:

SODEXO OPERATIONS, LLC DIETARY CONTRACT

Contract also allows a 15% markup for incidental food and supplies costs, but <u>does not</u> allow 15% mark-up for tube feeding costs.

CONTRACTOR'S MONTHLY BUDGET AND COUNTY'S CHARGE SCHEDULE

	To deliver 38,001 - 44,000 meals per month		
	Labor Costs	\$189,529	
	Raw Food Costs	\$104,980	
	Materials, services and supplies	\$19,039	
	Equipment, Maintenance and Repair Costs	\$1,592	
	Other Expenses	\$21,937	
	Sales Tax Liability	\$584	Incidental
//	A. Contractor's Basic Monthly Charge	\$337,661	Supplies Budget
	B Special Function Meals	\$7,872	
	Incidental Supplies	\$1,462	
	Tube Feedings	\$9,150	
	Contractor's Monthly Budget	\$356,145	
	Incremental Meal Credits Incremental Meal Fee	(\$2.09) \$2.09	14

Example: Fiscal Monitoring

SCREXO, INC & AFFILIATES

BILL TO:

Rancho Los Amigos Med Center

7601 E. Imperial Hwy Downey, CA90242 ATTN: Cheryl Guinn

INVOICE

MAKE CHECK PAYABLE TO:

SERVICES Rancho Los Amigos Medical Ctr

RENDERED TO: 7601 E. Imperial Hwy

SSA #1131

Downey, CA 90242

SODEXO, INC & AFFILIATES

DEPT. 43283

LOS ANGELES, CA 90088-3283

TERMS	SDX A/R NUMBER	UNIT NÚME	IER .	INVOICE DATE	IOVAI	DICE NUMBER		
Net30	DESCRIPTION 01/01/2011 through 01/31/2011 pplies (Requisitions) pplies (Floor Supplies) tering Credit-Profit Split: Invoice has I Hours are ac	9105600	Copococionamento	02/01/2011	2	42971		
			CUSTOMER RE	F. AMOUNT	SALES TAX	TOTAL		
Services for 01/01	Net30 41031					•		
Incidental Supplie Incidental Supplie Tube Feedings:	s (Requisitions) s (Floor Supplies)		70017700 70017210 70011430	\$7,004.63 \$27,585.45 \$2,214.60		\$2,804.63 \$27,585.45 \$2,214.60		
Non County Caterin	q Credit-Profit Split:		70043000	\$246.05~		\$246.05-		
	nours are ac	Curate		9,590 total Idget is onl				
			INVOICE TOTA	L \$21,538.62		\$31,558.63		

Example: Fiscal Monitoring

Rancho Los Amigos National Rehabilitation Center Sodexo



Tube Feeding Summary

January 2011

	Wk 1		Wk 1			Wk 2		Wk3		Wk 4		Wk 5	V	Vk 6		
TINU	1,	/7/2011	1/	14/2011	1.	21/2011	1/28/2011		1/31/2011				TOTALS			
101			\$	31,58	3	26.97	Ş	59,64	\$	22.20	S	_	\$	140,39		
102	\$	-	\$	*	\$	29.61	\$		\$		\$	<u></u>	\$	29,61		
902	\$	*	\$	*	\$	2.56	\$	11.71	\$	21.54	\$	-	\$	35.81		
903	5	17.73	\$	15.66	5	**************************************	\$	-	\$	7.20	S	<u></u>	s	40.58		
905	5		\$	26.27	\$	34,10	\$	-	Ş		\$	444	\$	60,37		
904	Ş		\$	*	5		\$	-	\$	-	\$	-	\$	-		
JPI 1N	\$	16,54	\$	23,15	\$	17.21	\$	53.56	\$	14,48	\$	contr.	\$	124.93		
JPI 1S	5	119.43	ş	71.56	s	33.55	\$	114.21	5	31,60	\$	**	s	370.34		
JPI 2N	\$		5	42.40	\$	27.00	\$	7,41	\$	34.76	5	_	5	111.57		
JPI 2S	\$	20.03	5	3.55	\$	12,56	\$	12.41	\$	2,07	\$		\$	50,61		
JPI 3N	 	207.72	\$	139.97	\$	233.07	\$	210.21	\$	103.96	S	-200	\$	894.92		
JPI 3S	\$	54.53	\$		\$	12.09	\$		\$	₩	\$	**	\$	66.62		
Total:	\$	435.97	\$	354.13	.	428.70	\$	469.14	\$	237.81	\$		\$	1,925.74		

Overbilled mark-up \longrightarrow 15% service \$2,214.60

Example: Fiscal Monitoring (Cost-Reimbursement Contract)

Agency Name: La	
Contract Number: PH-001043	Budget Period: July 1, 2010 - June 30, 2011
Schedule Number: 4	Service Category: Health Education/Risk Reduction
	Report Month: July-10 (Month/Year)

III. SERVICES AND SUPPLIES

(A)	(B)	(C)	(D)	(E)	(F)
		30.10	Contract Costs		Remaining
Budget Category	Contract Costs this Period	Total Contract Costs Prior Periods	Y-T-D (B)+(C)1	Contract Budget	Balance
OPERATING EXPENSES - GENERAL		PC031311101 3 C310XIS	<u> IL REPTON S</u>	Contract Direct	/E)-(D)]
Incentives	296	= 1/12 of bu	idaet——296	→ 3,550	3.254
Equipment (Copier) Lease	67	I	67	*	733
Educational Material	\$3		83	1,000	917
Insurance	117		117	1,400	1,283
License and Permit	21	***************************************	21	250	229
Risk Reduction Supplies	83		83	994	911
Staff Development/Training	142		142	1,703	1,561
Public Relation/Advertisement	46		46	553	S07
Office Supplies	167		167	2,000	1,833
Printing and Duplication	126		126	1,510	1,384
4) TOTAL OPERATING EXPENSES - GENERAL	1,147		1,147	13.760	72,613
OPERATING EXPENSES - TRAVEL/PER DIEM					
Travel	96		96	1.150	1.054
Mileage	157		157	1,880	1,723
5) TOTAL OPERATING EXPENSES - TRAVEL/PER DIEM	253		253	3,030	2,778
OPERATING EXPENSES - FACILITIES OPERATIONS					
Utilities	83		83	1,000	917
Telephone	50		50	600	550
Maintenance Supplies	75		75	900	825
Rent	192		192	2,300	
Leased Vehicle	75		75	900	825
6) TOTAL OPERATING EXPENSES - FACILITIES OPERATIONS	475		475	5,700	3,117

Program (Service Delivery) Monitoring

- County gets what it paid for
- Contractor meets SOW requirements effectively:
 - ✓ Deliverables and time frame
 - ✓ Measurement criteria
 - ✓ Performance indicators and standards
 - ✓ Desired results/contract objectives

Common Areas of Program Non-Compliance

➤ Failure to meet the minimum measurement criteria

➤ Failure to meet contract objectives or requirements

What type of monitoring are the following reviews:

- Bank Reconciliation
- Participant Case File
- Background Clearance
- Site visit
- Insurance Certificate
- Personnel Salary



Responsibility for Monitoring

Responsibility of monitoring varies in Departments. What's important to remember is that all Sections must work together

Type of Monitoring	Responsible Section
Administrative	Contract Analyst
Fiscal/Budget	Accounting Division
Program	Program/Technical or Contract Staff

Contract Monitoring 5 Step Process

Step 1 - Develop An Action Plan

Step 2 - Collect Data

Step 3 - Conduct Test Work

Step 4 - Analyze Results

Step 5 - Report Findings

Step 1 Develop An Action Plan

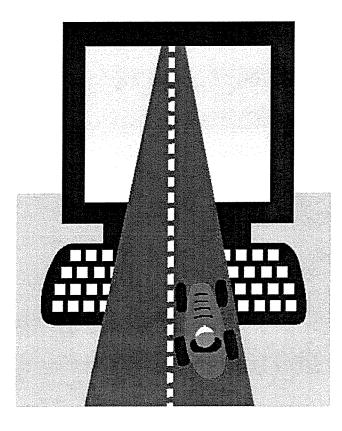
- Review contract performance, County requirements, State and Federal Laws
- Identify scope of the review and staffing
 - ✓ List actions and timeframes
- > Develop monitoring instrument
- Schedule entrance conference
 - ✓ Present scope of review
 - ✓ Request needed data from contractor

Monitoring Tools

- Highlight each area in the contract that requires something of the contractor
- Depending on the service, this may be very detailed
- Tailor tools to ensure all key areas are covered



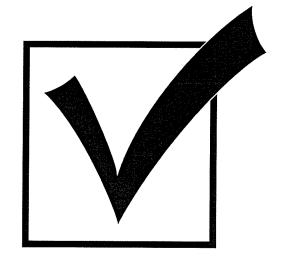
Roadmap for Developing Monitoring Tools



- Start with the Performance Requirements Summary (PRS)
 - ✓ The PRS is a listing of the items in the Contract that will be monitored. It is helpful to have all of the information located in a central place
 - ✓ Organize the PRS in the same sequence of the Contract

Performance Requirement Summary (PRS)

- The PRS should list what the Contractor is responsible for
- > Key elements of the PRS are:
 - √ Reference/Required Service
 - √ Standard of Performance
 - ✓ Monitoring Method
 - ✓ Deduction/Fee



Sample Performance Requirements Summary (PRS) Chart

Specific Performance Reference	Standard of Performance	Monitoring Method	Deduction/ Fees to be Assessed
Paragraph 7.0 Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection and Observation	\$50 per occurrence
SOW: Sub- paragraph 4.1 Monthly Meetings	Contractor's representative to attend monthly meeting	Attendance	\$50 per occurrence

Sample Worksite Monitoring Tool

<u>A.</u>	<u>GENERAL</u>	YES.	<u>NO</u>	N/A	COMMENTS/DATES CORRECTED
1	Workplace is clean and orderly.				
	Floors are clean and aisles, hallways and exits are				
2	unobstructed.				
3	Floor surfaces are kept dry and free of slip hazards.				
	Stairways, sidewalks and ramps are free of defects (e.g.,				
4	damaged tread, frayed carpet)				
	Illumination is adequate in all common areas and				
5	workstations.				
	Emergency evacuation plans are posted at every stairway				
	and elevator landing, and immediately inside all public				
6	entrances to the building.				
	All containers, including non-hazardous chemicals and				
7	wastes, are labeled with the full chemical or trade name.				
	Stored materials are secure and limited in height to prevent				
8	collapse.				
9	36" clearance maintained for electrical panels.				
	Electrical cords and plugs are in good condition with proper				
10	grounding.				
	Extension cords and power strips are not daisy chained				
11	and no permanent extension cords in use.				

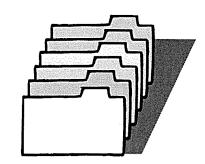
Sample Case File Monitoring Tool

General Eligibility Criteria

Did the file contain acceptable identification?

Yes

No



Did the file contain required work authorization documents?

Yes

No

Eligibility Criteria

To meet eligibility requirements, one of the following must be checked.

- ☐ The participant provided a recruitment flyer.
- ☐ The participant's eligibility was confirmed in DPSS's Web Application Database.
- DPSS provided confirmation of eligibility.

Monitoring Tool Exercise

Create a monitoring tool to sample 10 client case files for the following contract requirements:

- 9.4.3 CONTRACTOR shall maintain documentation in Client's case file with the following information to verify that the Case Management Service was provided:
 - 9.4.3.1 <u>Date</u> service was provided
 - 9.4.3.2 <u>Signature and name</u> of individual(s) who provided service
 - 9.4.3.3 <u>Description</u> of specific services provided (e.g., "developed service plan," "made school arrangements," "helped access transitional housing," etc.)
 - 9.4.3.4 <u>"CMS"</u> noted for Case Management Services
 - 9.4.3.5 <u>Time</u> spent providing the service unit (rounded off to the nearest 15 minute increment "15 min," "30 min," "45 min," "1 hr," etc.)

Step 2 Collect Data

- What data will you collect to evaluate Contractor's performance?
- What data is available
- Information should be specific and measurable
- ➤ Ability to verify and reconcile to contract requirements and other records
 - ✓ Examples: Timecards, invoices, interviews, contract/solicitation documents, LW reports

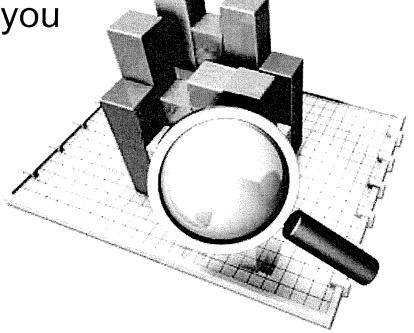
Step 3 Conduct Test Work

- Desk review
 - ✓ Review specific reports, such as LWO reports
 - ✓ Compare budgetary and expenditure reports
 - ✓ Comparison of contractor bills with predetermined billing rates
 - Certificates evidencing current insurance coverage and appropriate amounts
 - ✓ Communication with other Departmental staff involved in the contract process
 - Program, contract, fiscal, budget staff
- On-site review
 - ✓ Interview key personnel
 - ✓ Review specific documentation
 - Timecards, payroll reports
 - ✓ Announced vs. unannounced site visits

Step 4 Analyze Results

What's supposed to be done vs. what you found

Review for compliance with contract terms, regulatory requirements



Unacceptable Personnel Timecard

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Acceptable Personnel Timecard

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Step 5 Report Findings

Contract Discrepancy Reports or Monitoring Reports should include:

- > Introduction
- Summary of reviewed activities
- > Identify findings
- Recommendations for corrective actions with specific timeframes

Elements of an Audit Finding

- > Criteria The requirement.
- ➤ Condition How they are not meeting the criteria.
- ➤ Cause Why there was a deviation.
- ➤ Effect Result or potential result (quantify if possible).
- Recommendation(s) What is needed to correct the condition.

Examples of Criteria

- > A contract requirement
- ➤ The Federal Office of Management and Budget Circular A-122, Cost Principle for Non-Profit Organizations
- Auditor-Controller Contract and Accounting Administration Handbook
- California Code of Regulations

Sample Audit Finding

CRITERIA:

The A-C Handbook, section C.1.5, states that only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

CONDITION:

1 (8%) of 13 expenditures tested was not necessary, proper or reasonable to carry out the purposes and activities of the Department of Mental Health (DMH) Program. Specifically, the Agency charged DMH for the participants' recreational activities.

CAUSE:

The agency believes that charging DMH for recreational activities are allowable as these activities relate to the mental health of the client.

EFFECT:

Charging expenditures that are not proper reasonable or necessary to the program reduces the availability of funds when they are needed to support allowable expenditures.

RECOMMENDATION:

Agency should ensure that all program expenditures are proper, reasonable, and necessary.

Questions or Comments



Exercise

Find the audit finding elements in the paragraph below and write in the corresponding number.

The Department of Public Social Services (DPSS) contracts with Non-Profit, Inc. to provide computer training to eligible program participants. Non-Profit, Inc. hired several sub-contractors during the fiscal year to provide these services to the participants without obtaining approval from DPSS. The County contract requires DPSS approval before using subcontractors. The agency stated that they wanted to save costs by using sub-contractors because the Agency did not have to pay employee benefits.

1. Criteria

2. Condition

3. Cause

4. Effect

Develop an appropriate recommendation for this finding.

Contractor Non-compliance

- Obligation to deal with noncompliance. May result in:
 - ✓ Client complaints
 - ✓ Board inquiries
 - ✓ Risk to County financial loss
- Document noncompliance in CDRs/monitoring reports
- ➤ Place contractor on notice Due Process
- Consider Contractor Alert Reporting Database (CARD) placement

CARD – Criteria

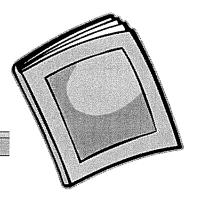
- Owes the County for overbillings/overpayments
- > Has not corrected non-compliance
- Contractor or principal owners are debarred by other government agencies
- Experienced issues affecting their ability to comply with contract (licenses, insurance, bankruptcy, etc.)
- County has imposed contractual remedies

CARD – Department Responsibilities

- Develop internal approval and notification procedures (should be done)
- Provide contractors with due process
- Notify and then place contractors in CARD with adequate documentation
- Notify the Board and other departments
- > Work with contractors and update CARD records
- Use CARD during proposal evaluations

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CARD Manual

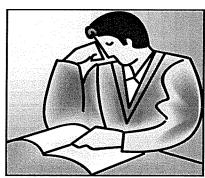


See the Auditor-Controller Website http://auditor.lacounty.gov



Handling Disputes

- A disputes resolution provision should be included in the contract
- Know who handles the disputes
 - ✓ Contract Project Monitor
 - √ Project Manager
 - ✓ Project Director
- Contact County Counsel before imposing significant contract remedies other than CARD
- Use CARD as a deterrent

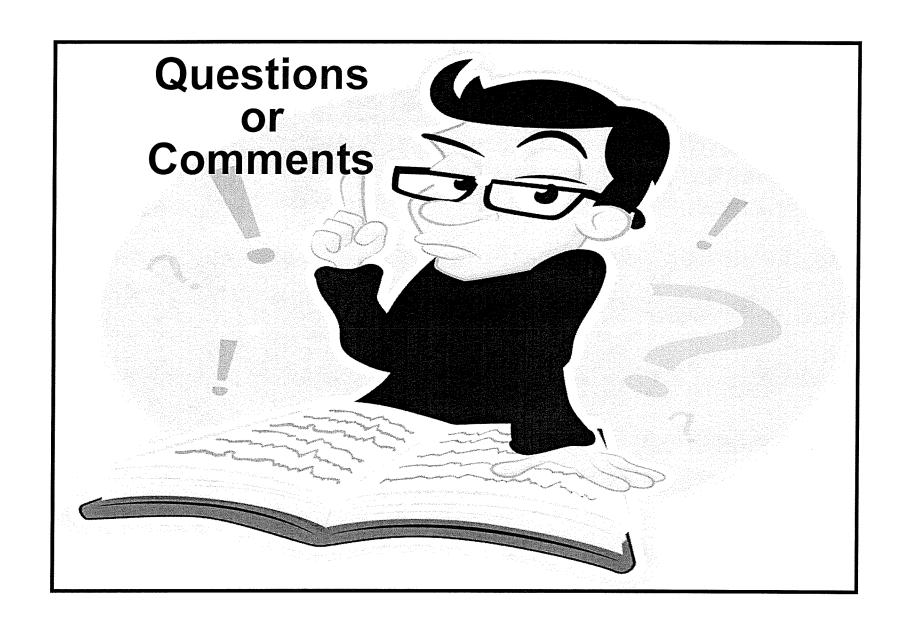


Monitoring Resources

- ➤ Auditor-Controller
- Internal Services
 Department
- County Counsel

- Contracting Database report cards
- Contractor Alert Reporting Database (CARD)





Contract Monitoring Certification Training

The following training modules are currently under development by the A-C and DHR with the first class to be offered before June 30, 2014.

- Fiscal Monitoring (8 hours) Overview of the purpose of monitoring and related regulations/guidelines, and applied instruction on the fiscal monitoring process
- Program & Administrative Monitoring (4 hours) Overview of the purpose of monitoring and related regulations/guidelines, and applied instruction on the program/administrative monitoring process
- Living Wage (4 hours) Overview of the living wage program and compliance monitoring procedures
- Elements of an Effective Contract Monitoring System (4 hours) Overview of the structure, policies and procedures used to ensure that the objectives of a contact are accomplished and vendors meet their responsibilities
- Fraud (4 hours) Discussion on the principles of contractor fraud
- Written Communications (4 hours) Overview of and applied instruction on effective writing and the elements of a well-written monitoring report
- Verbal Communications (4 hours) Overview of effective communication skills and their use in audit interviews